:17-cv-05628-CFK Document 1 Filed 12/15/17 Page 7-01 8 44 (Rev. 06/17) The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law; exceprovided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) DEFENDANTS I. (a) PLAINTIFFS SEE ATTACHED SHEET SEE ATTACHED SHEET County of Residence of First Listed Defendant (b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES) (IN U.S. PLAINTIFF CASES ONLY) IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known) (c) Attorneys (Firm Name, Address, and Telephone Number) II. BASIS OF JURISDICTION Place an "X" in One Box Only) III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only) Xз DEE PTF ☐ 1 U.S. Government deral Ouestion **X** 4 Citizen of This State 0 1 Incorporated or Principal Place 4 (U.S. Government Not a Party) Plaintiff of Business In This State 2 Incorporated and Principal Place 5 **5** ☐ 4 Diversity Citizen of Another State □ 2 U.S. Government (Indicate Citizenship of Parties in Item III) of Business In Another State Defendant Citizen or Subject of a 3 3 Foreign Nation **1** 6 □ 6 Foreign Country IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions FORFEITURE/PENALTY BANKRUPTCY OTHER STATUTES CONTRACT TORTS ☐ 422 Appeal 28 USC 158 ☐ 375 False Claims Act ☐ 625 Drug Related Seizure PERSONAL INJURY PERSONAL INJURY ☐ 110 Insurance of Property 21 USC 881 376 Oui Tam (31 USC) ☐ 423 Withdrawal ☐ 120 Marine ☐ 310 Airplane 365 Personal Injury ☐ 690 Other 28 USC 157 3729(a)) ☐ 130 Miller Act 315 Airplane Product Product Liability ☐ 400 State Reapportionment ☐ 140 Negotiable Instrument Liability 367 Health Care/ 150 Recovery of Overpayment ☐ 320 Assault, Libel & Pharmaceutical PROPERTY RIGHTS ☐ 410 Antitrust ☐ 430 Banks and Banking & Enforcement of Judgment Slander Personal Injury ☐ 820 Copyrights ☐ 450 Commerce ☐ 830 Patent ☐ 151 Medicare Act ☐ 330 Federal Employers' Product Liability 1460 Deportation ☐ 835 Patent - Abbreviated ☐ 152 Recovery of Defaulted Liability 368 Asbestos Personal ☐ 470 Racketeer Influenced and Student Loans ☐ 340 Marine Injury Product New Drug Application □ 840 Trademark Corrupt Organizations (Excludes Veterans) ☐ 345 Marine Product Liability PERSONAL PROPERTY ★ 480 Consumer Credit SOCIAL SECURITY ☐ 153 Recovery of Overpayment Liability LABOR ☐ 490 Cable/Sat TV 7 861 HIA (1395ff) of Veteran's Benefits ☐ 350 Motor Vehicle 370 Other Fraud 710 Fair Labor Standards 380 Securities/Commodities/ ☐ 862 Black Lung (92 ■ 160 Stockholders' Suits ☐ 355 Motor Vehicle 371 Truth in Lending Act ☐ 720 Labor/Management ☐ 863 DIWC/DIWW (105(s Exchange ☐ 190 Other Contract Product Liability ☐ 380 Other Personal ☐ 864 SSID Title XVI ☐ 890 Other Statutory Actions Property Damage Relations ☐ 195 Contract Product Liability ☐ 360 Other Personal ☐ 740 Railway Labor Act ☐ 865 RSI (405(g)) ☐ 891 Agricultural Acts ☐ 385 Property Damage □ 196 Franchise Injury ☐ 362 Personal Injury -☐ 751 Family and Medical ☐ 893 Environmental Matters Product Liability 895 Freedom of Information Medical Malpractice Leave Act FEDERAL TAX SUITS PRISONER PETITIONS 790 Other Labor Litigation Act REAL PROPERTY CIVIL RIGHTS ☐ 896 Arbitration 210 Land Condemnation 440 Other Civil Rights Habeas Corpus: 791 Employee Retirement 870 Taxes (U.S. Plaintiff ☐ 220 Foreclosure ☐ 441 Voting 463 Alien Detainee Income Security Act or Defendant) ☐ 899 Administrative Procedure ☐ 871 IRS—Third Party Act/Review or Appeal of ☐ 442 Employment ☐ 510 Motions to Vacate ☐ 230 Rent Lease & Ejectment ☐ 443 Housing/ Sentence 26 USC 7609 Agency Decision ☐ 240 Torts to Land ☐ 950 Constitutionality of ☐ 245 Tort Product Liability Accommodations ☐ 530 General ☐ 535 Death Penalty IMMIGRATION State Statutcs 290 All Other Real Property 445 Amer. w/Disabilities Employment Other: 462 Naturalization Application 446 Amer. w/Disabilities 540 Mandamus & Other 465 Other Immigration Other ☐ 550 Civil Rights Actions ☐ 448 Education 555 Prison Condition ☐ 560 Civil Detainee Conditions of Confinement V. ORIGIN (Place an "X" in One Box Only) ☐ 4 Reinstated or ☐ 5 Transferred from Driginal 2 Removed from Remanded from ☐ 6 Multidistrict 8 Multidistrict Litigation -Transfer Litigation -Direct File roceeding State Court Appellate Court Reopened Another District (specify) Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): VI. CAUSE OF ACTION FCRA, 15 U.S.C. § 1681 TILA, 15 U.S.C. § 1601, PAUFA, 73 P.S. § 201-1 VII. REOUESTED IN CHECK YES only if demanded in complaint: CHECK IF THIS IS A CLASS ACTION COMPLAINT: UNDER RULE 23, F.R.Cv.P. JURY DEMAND: ☐ Yes □No VIII. RELATED CASE(S) (See instructions): IF ANY JUDGE DOCKET NUMBER DATE OF ATTORNEY OF RECORD 12/15/2017 FOR OFFICE USE ONLY JUDGE MAG. JUDGE

AMOUNT

RECEIPT #

APPLYING IFP

CIVIL COVER SHEET ATTACHEMENT

Plaintiff:

Christopher Brogan, 473 Pennsylvania Avenue, Reading, PA 19606

Represented by:

The Kim Law Firm, LLC
Richard Kim, Esquire
Attorney I.D. No: 202618
1500 Market St.
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Ph. 855-996-6342
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rkim@thekimlawfirmllc.com

Ferrara Law Group, P.C. Kevin J. Kotch, Esquire One State Street Square 50 W State St., Suite 1100 Trenton, NJ 08608 Ph. 609-571-3742 Fax 609-498-7440 kevin@ferrerelawgp.com

Defendant:

Fred Beans Motors of Doylestown, Inc.: 858 North Easton Road, Doylestown, PA 18902

Case 5:17-cv-05628 CFFED BACHER BISTRIFIED COLLEGE 33

Page 33 5628

| assignment to appropri | | to be used by counsel to indicate the category of the case for the purpos | se 01 |
|---|--|--|---------|
| Address of Plaintiff: | 473 Pennsylvania Avenue, Reading, PA 19606 | AD | |
| Address of Defendant: | 858 North Easton Road, Doyelstown, PA 18902 | | |
| Place of Accident, Incident | ent or Transaction: Pennsylvania (Use Reverse Side Fo | or Additional Space) | |
| | volve a nongovernmental corporate party with any parent corporation the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.10 | n and any publicly held corporation owning 10% or more of its stock? Yes \(\sigma \) \(\text{No} \(\sigma \) | |
| Does this case involve m | nultidistrict litigation possibilities? | Yes□ No[3] | |
| RELATED CASE, IF AN | | | |
| Case Number: | Judge | Date Terminated: | |
| Civil cases are deemed re | elated when yes is answered to any of the following questions: | | |
| 1. Is this case related to | property included in an earlier numbered suit pending or within one | e year previously terminated action in this court? Yes No No | |
| 2. Does this case involve action in this court? | e the same issue of fact or grow out of the same transaction as a price | or suit pending or within one year previously terminated | |
| Does this case involve terminated action in t | e the validity or infringement of a patent already in suit or any earlie his court? | Yes□ No□ er numbered case pending or within one year previously Yes□ No□ | |
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| □ Indemnity Co | ontract, Marine Contract, and All Other Contracts | 1. Insurance Contract and Other Contracts | |
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| 3. Jones Act-Per | rsonal Injury | 3. Assault, Defamation | |
| 4. Antitrust | | 4. Marine Personal Injury | |
| 5. □ Patent | | 5. Motor Vehicle Personal Injury | |
| 6. □ Labor-Manag | gement Relations | 6. □ Other Personal Injury (Please specify) | |
| 7. Civil Rights | | 7. □ Products Liability | |
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| | Laws, 73 P.S. § 201-1. | | |
| I, Richard Kim | ARBITRATION CER (Check Appropriate , counsel of record do hereby cer | Category) | |
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| | NOTE: A trial de novo will be a trial by jury only if the | • | |
| I certify that, to my kno | wledge, the within case is not related to any case now pending o | or within one year previously terminated action in this court | |
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| CIV. 609 (5/2012) | Attorney-at-Law | Attorney I.D.# | |

DEC 15 2017



Christopher Brogan, on behalf of himself and all

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

| | | mber | | Address | |
|--|--|--|---|---|--|
| 855-996-6342 | 855-235-585 | 5 | rkim@thek | imlawfirmllc.co | om |
| Date | Attorney | -at-law | | ey for PLAIN | |
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| (f) Standard Management | – Cases that do 1 | not fall into ar | ny one of the other to | racks. | |
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IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA



Christopher Brogan, on behalf of himself and all others similarly situated

Civil Action No.

PLAINTIFF,

CLASS ACTION COMPLAINT

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Fred Beans Motors of Doylestown, Inc.

JURY TRIAL DEMANDED

DEFENDANT.

Plaintiff Christopher Brogan ("Mr. Brogan", "Brogan" or "Plaintiff"), by and through his undersigned attorneys, on behalf of himself, and the Putative Classes set forth below, and in the public interest, hereby brings the following class action Complaint against Defendant Fred Beans Motors of Doylestown, Inc. ("Fred Beans" or "Defendant") pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. (the "FCRA"), the Truth in Lending Act, 15 U.S.C. § 1601, et seq. ("TILA") and the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, et seq. ("PAUFA")

PRELIMINARY STATEMENT

- 1. Fred Beans is an area car dealership that sells both new and used automobiles, and is believed to sell thousands of vehicles every year.
- 2. Fred Beans enters into retail installment sales contracts with consumers that set forth the terms of the sale, including required financial disclosures under the law. As discussed below, the retail installment sales contracts prepared by Fred Beans are false, misleading and incorrect because the finance charges are supposed to be lower than what Fred Beans claims them



to be in the contracts. The misstatement is knowingly false, and always in favor of the Defendant, thereby deceptively and intentionally charging consumers undisclosed fees without their knowledge.

- 3. In its retail installment sales contracts with consumers, Fred Beans also wrongfully includes a "Dealer Fee". The Dealer Fee is represented as a charge for preparing documents related to transactions. However, the Dealer Fee bears no rational relationship to the preparation of documentation, and is only meant to generate additional revenue for Fred Beans in the guise of a charge for document preparation.
- 4. After entering into binding contracts with consumers, and having issued financing terms for transactions, without any permissible purpose, Fred Beans wrongfully continues to cause hard credit inquiries to be conducted. These hard credit inquiries result in, among other things, decreases in credit score as well as privacy harm.
- 5. Moreover, despite issuing contracts that are binding and final, Fred Beans wrongfully reissues new sales contracts at its whim, and for its own benefit. Thus, the purported financing disclosures issued by Fred Beans during a transaction are illusory.
- 6. Fred Bean's wrongdoing has resulted in, among other things, violations of the FCRA, TILA and PAUFA.
- 7. Accordingly, on behalf of himself and the Putative Classes proposed herein, Plaintiff seeks statutory damages, punitive damages, costs and attorneys' fees, equitable relief, and all other appropriate relief pursuant to the FCRA, TILA and PAUFA.

PARTIES

8. Individual and representative Plaintiff Christopher Brogan is a resident of Reading, Pennsylvania. Mr. Brogan is a member of the Putative Classes defined below, and is a consumer

as that term is defined by applicable law, including but not limited to the FCRA, TILA and PAUFA.

9. Defendant Fred Beans is a company with a principal place of business in this District, at 845 N. Easton Rd., Doylestown, Pennsylvania, 18902, with a corporate address of 858 North Easton Road, Doylestown, Pennsylvania 18902. Fred Beans is a: (i) "person" as that term is defined by 15 U.S.C. § 1681a(b) and 73 P.S. § 201-2(2); and (ii) a "creditor" as that term is defined by 15 U.S.C. § 1601(g) and 12 C.F.R. 226.2(a)(17).

JURISDICTION AND VENUE

- 10. This Court has federal question jurisdiction over Plaintiff's FCRA and TILA claims pursuant to 28 U.S.C. § 1331 and pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d).
- 11. Venue is proper in the United States District Court, Eastern District of Pennsylvania, Philadelphia, pursuant to 28 U.S.C. § 1391(b) as Defendant engages in substantial business activity in this district and a substantial part of the events or omissions giving rise to the claim occurred within this district. 28 U.S.C. § 1391(b).
- 12. Fred Beans maintains a principal place of business in this District, does substantial business in this District, and is subject to personal jurisdiction in this District.

FACTUAL ALLEGATIONS

- 13. When selling automobiles, Fred Beans holds itself out in retail installment sales contracts with consumers as a creditor-seller to whom consumers are obligated to pay the amount financed, prior to immediately transferring financing to a third-party financier/creditor.
- 14. Fred Beans is also the person whom the debt arising from the consumer credit transaction is initially payable when purchasing an automobile. As such, Fred Beans regularly

3

extends credits to its customers to finance their automobiles prior to immediately assigning retail installment sales contracts.

- 15. On March 20, 2017, Mr. Brogan entered into a Retail Installment Sales Contract with Fred Beans ("RISC #1") and purchased a 2016 Subaru Impreza (the "Vehicle"). RISCS #1 is attached as **Exhibit 1**.
- 16. RISC #1 included, among other things, a Federal Truth-In-Lending disclosure regarding the financing terms offered by Fred Beans for the sale of the Vehicle:

| | FEDERAL TRUTH-IN-LENDING DISCLOSURES | | | | | | | | | | | | |
|--------------------|--------------------------------------|-------------|-------------|-------------|--|--|--|--|--|--|--|--|--|
| ANNUAL | FINANCE | AMOUNT | TOTAL OF | TOTAL SALE | | | | | | | | | |
| PERCENTAGE | CHARGE | FINANCED | PAYMENTS | PRICE | | | | | | | | | |
| RATE | The dollar amount | | | | | | | | | | | | |
| The cost of your | the credit will cost | | | | | | | | | | | | |
| credit as a yearly | you | | | | | | | | | | | | |
| rate | | | | | | | | | | | | | |
| 8.74% | \$12,011.45 | \$39,242.80 | \$51,254.25 | \$51,254.25 | | | | | | | | | |

See Exhibit "1".

- 17. It is further disclosed that, based on the above terms, Mr. Brogan is to make 75 monthly payments at \$683.39 per month.
- 18. These disclosures are false and misleading because, among other reasons, the finance charge is incorrect, and fails to disclosure an additional charge or fee charged to Plaintiff and other members of the putative classes. Fred Beans over stated the Finance Charge in its favor. Indeed, \$39,242.80 financed at 8.74% and amortized over 75 monthly results in a finance charge of approximately \$11,828.42, and not \$12,011.45, the difference being \$183.03.
- 19. The improper financing charge further causes the disclosures to be false and misleading because, among other reasons, the "Total of Payments" and "Total Sale Price" are false.

- 20. Mr. Brogan detrimentally relied on the false information in the Federal Truth-In-Lending Disclosures when entering into RISC #1, and obligating himself to the terms of that contract.
- 21. In RISC #1, Fred Beans improperly included a \$138 Dealer Fee that was only supposed to be a charge for the preparation of documentation relating to the transaction. This charge actually has no rational relationship to document preparation, and is only meant as an additional expense to increase Fred Bean's revenue.
- 22. RISC #1 was a valid and binding contract, and RISC #1 represented that financing for the Vehicle was to be transferred to Fifth Third Bank ("Fifth Third").
- 23. Based on RISC #1, Plaintiff left Defendant's dealership and returned home with the Vehicle.
- 24. After leaving with the Vehicle, on or about April 20, 2017, Defendant sent Mr. Brogan a second Retail Installment Sales Contract ("RISC #2), which was different than RISC #1. RISCS #2 is attached as **Exhibit 2**.
- 25. RISC #2 was backdated to March 20, 2017. Defendant knowingly and intentionally dated RISC #2 as March 20, 2017, and completely disregarded RISC #1, even though it was a binding contract.
 - 26. RISC #2 provides, among other things, the following financial disclosures:

| | FEDERAL TRUTH-IN-LENDING DISCLOSURES | | | | | | | | | | | | |
|---|--|-------------|-------------|-------------|--|--|--|--|--|--|--|--|--|
| ANNUAL | FINANCE | AMOUNT | TOTAL OF | TOTAL SALE | | | | | | | | | |
| PERCENTAGE | CHARGE | FINANCED | PAYMENTS | PRICE | | | | | | | | | |
| RATE The cost of your credit as a yearly rate | The dollar amount the credit will cost you | | | | | | | | | | | | |
| 8.5% | \$11,656.70 | \$39,242.80 | \$50,899.50 | \$50,899.50 | | | | | | | | | |

See Exhibit 2.

- 27. It is further disclosed in RISC #2 that Mr. Brogan is to make 75 monthly payments at \$678.66 per month.
- 28. These disclosures are false and misleading because, among other reasons, the finance charge is incorrect. Fred Beans has over stated the Finance Charge in its favor. Indeed, \$39,242.80 financed at 8.5% and amortized over 75 monthly results in a finance charge of approximately \$11,478.20, and not \$11,656.70, the difference being approximately \$178.50.
- 29. The improper financing charge further causes the disclosures to be false and misleading because, among other reasons, the "Total of Payments" and "Total Sale Price" are false.
- 30. Mr. Brogan detrimentally relied on the false information in the Federal Truth-In-Lending Disclosures when entering into RISC #2, and obligating himself to the terms of that contract.
- 31. Fred Beans again improperly included a \$138 Dealer Fee that was only supposed to be a charge for the preparation of documentation in the transaction, but has no rational relationship to document preparation, and is only meant as an additional expense to increase Fred Bean's revenue.
- 32. RISC #2 was a valid and binding contract, and RISC #2 now represented that financing for the Vehicle was transferred to Ally Financial.
- 33. Mr. Brogan signed and returned RISC #2 because he was receiving notification that the payoff amount for his trade was still outstanding. Despite being required to payoff Plaintiff's outstanding loan amount on the traded in car, Fred Beans had still failed to do so, causing Plaintiff to accrue delinquencies that were reported on Plaintiff's credit report.

- 34. Amazingly, on or about May 31, 2017, Plaintiff received another retail installment sales agreement ("RISC #3) from Fred Beans. And yet again, the terms of the sales agreement were changed. See **Exhibit 3**.
- 35. RISC #3 was dated May 24, 2017 and provides the same above noted financial disclosures as RISC #2, which are still false and misleading.
- 36. Mr. Brogan detrimentally relied on the false information in the Federal Truth-In-Lending Disclosures when entering into RISC #3, and obligating himself to the terms of that contract.
- 37. RISC #3 also represented that financing for the Vehicle was transferred to Ally Financial. This time the materials sent to Mr. Brogan included a blank Ally Financial loan application. See **Exhibit 4**. Fred Beans never secured financing with Ally Financial because there would have been no reason to send a loan application to Mr. Brogan if financing had actually been arranged.
- 38. RISC #s 1, 2 and 3 required any change, including cancellation, to be in writing. Fred Beans never executed a written agreement cancelling any of the prior RISCs.
- 39. The truth is, even though Fred Beans represented that the sale was final, and financing confirmed in the RISCs, Fred Beans always treated the RISCs as unilaterally enforceable at Fred Beans' option, but binding on Mr. Brogan, so that Fred Beans could sell automobiles and lock Mr. Brogan into the sale of the Vehicle.
- 40. Fred Beans routinely and customarily engages in this unlawful practice. Fred Beans issues retail installment sales contracts to consumers, representing that those contracts are final and binding, but Fred Beans disregards those contracts, as well as the financing terms, as it sees fit, thus rendering the TILA disclosures illusory.

- 41. Fred Beans does so, among other reasons, so that it can lock consumers such as Mr. Brogan into a transaction while obligating itself to nothing.
- 42. Moreover, Fred Beans wrongful actions allow it to obtain optimal revenue generation from the credit transactions by transferring its credit obligations/liability to third parties such as First Third and Ally Financial (as noted above).
- 43. Specifically, Fred Beans generates revenue on the financing of automobile transactions when it transfers its financing obligations. This fact is confirmed by the RISCs which all state in the pre-printed forms that: "The Annual Percentage Rate may be negotiable with the Seller [Fred Beans]. *The Seller may assign this contract and retain its right to receive a part of the Finance Charge.*"
- 44. The transfer of Fred Beans financing of vehicles occurs simultaneously with the execution of the retail installment sales contracts to the designated third-party financial institution named within the contracts. In Mr. Brogan's case, Fred Beans was supposed to have transferred its financing obligations to Fifth Third immediately with the execution of RISC #1.
- 45. After Fred Beans agreed to finance the purchase of the Vehicle in RISC #1, Fred Beans no longer had any permissible purpose for engaging in "hard" credit inquiries. Nevertheless, Fred Beans continued to conduct credit inquiries, without any permissible purpose, thereby causing Plaintiff significant harm, including but not limited to privacy and credit harm.
- 46. Fred Beans routinely and systematically causes hard credit inquiries to be conducted even after finalizing financing for vehicle sales, and executing retail installment sales contracts stating that financing has been transferred to a third party.
- 47. The total documents supplied to Mr. Brogan along with RISC #s 1, 2 and 3 were all different in the information supplied, and length of the documentation. However, a

\$138 "document fee" was charged each time. The "document fee" bears no rational relationship to the work necessary in preparing the RISCs. Fred Beans routinely charges this fee and falsely considers it a fee for document preparation.

48. As such, Plaintiff and the Putative Class members are entitled to statutory damages, punitive damages, and attorneys' fees and costs pursuant to the FCRA, TILA and PAUFA.

CLASS ACTION ALLEGATIONS

49. Plaintiff asserts his claim in Count One and Count Two on behalf of the "False Finance Charge Class" defined as follows:

False Finance Charge Class: All consumers who purchased vehicles from Fred Beans in the United States that: (1) where the retail installment sales contract falsely stated the Finance Charge; (2) were Pennsylvania residents at the time of the purchase; (3) within the three years prior to the filing of the Complaint until the date of final judgment in the action.

50. Plaintiff asserts his claim in Counts One and Two on behalf of the "Multiple RISC Class" (illusory financing class) defined as follows:

Multiple RISC Class: All consumers who purchased vehicles from Fred Beans in the United States that: (1) entered into a retail sales installment contract with Fred Beans; (2) who were presented with more than one retail sales installment contract without a written cancellation of the prior retail installment sales contract; (3) were Pennsylvania residents at the time of the purchase; (4) within the five years prior to the filing of the Complaint until the date of final judgment in the action.

51. Plaintiff asserts his claim in Count Two on behalf of the "Document Fee/Dealer Fee Class" defined as follows:

Document Fee/Dealer Fee Class: All consumers who entered into retail sales installment contracts with Fred Beans: (1) that included within the retail installment sales contract a Document Fee/Dealer Fee; (2) were Pennsylvania residents at the time of the purchase; (3)

within five years prior to the filing of the Complaint until the date of final judgment in the action.

52. Plaintiff asserts his claim in Count Three on behalf of the "Unauthorized Inquiry Class" defined as follows:

Unauthorized Inquiry Class: All consumers who entered into retail sales installment contracts with Fred Beans in the United States: (1) where Fred Beans continued to conduct hard credit inquiries following the execution of the retail sales installment contract; (2) within five years prior to the filing of the Complaint until the date of final judgment in the action.

- Numerosity. The Putative Classes are so numerous that joinder of all Class members is impracticable. Fred Beans regularly improperly issues retail sales installment contracts with false finance charges; regularly issues multiple retail sales installment contracts without any written cancellation of the prior retail sales installment contracts with consumers with changed finance terms; regularly charges document fee/dealer fees as part of its retail sales installment contracts that it regularly issues, that bears no rational relationship to the preparation and completion of documents; and continues to conduct hard credit inquiries by obtaining credit reports without any permissible purpose in violation of TILA, the FCRA and PAUFA.
- 54. **Typicality.** Plaintiff and members of the Putative Classes were harmed by the acts of Defendant in at least the following ways: issuing retail sales installment contracts with false finance charges; issuing multiple retail sales installment contracts without any written cancellation of the prior retail sales installment contracts with consumers; regularly charges document fee/dealer fees as part of their its sales installment contracts that it regularly issues, that bears no rational relationship to the preparation and completion of documents; and continuing to conduct hard credit inquiries by obtaining credit reports without a permissible purpose in violation of TILA, the FCRA and PAUFA violations suffered by Plaintiff are

typical of those suffered by other members of the Putative Classes, and Fred Beans treated Plaintiff consistent with other members of the Putative Classes.

- 55. Adequacy. Plaintiff is an adequate representative of the Putative Classes. As a person who was issued retail sales installment contracts with false finance charges; issued multiple retail sales installment contracts without any written cancellation of the prior retail sales installment contracts with consumers with changed finance terms; was charged document fee/dealer fee as part of Fred Beans retail sales installment contracts that it regularly issues, that bears no rational relationship to the preparation and completion of documents; and was subject to hard credit inquiries by Fred Beans without a permissible purpose all in violation of TILA, the FCRA and PAUFA, Plaintiff's interests are aligned with, and are not antagonistic to the interests of the members of the Putative Classes. Plaintiff has retained counsel competent and experienced in complex class action litigation.
- 56. **Commonality**. Common questions of law and fact exist as to all members of the Putative Classes and predominate over any questions solely affecting individual members of the Putative Classes, including but not limited to:
 - a. Whether Defendant issues retail sales installment contracts with false finance charges;
 - b. Whether Defendant issues multiple retail sales installment contracts without any written cancellation of the prior retail sales installment contracts with consumers;
 - c. Whether Defendant regularly charges document fee/dealer fees as part of their retail sales installment contracts;
 - d. Whether Defendant conducts hard credit inquiries by obtaining credit reports without a permissible purpose in violation of TILA, the FCRA and PAUFA;

- e. The proper measure of statutory and punitive damages; and
- f. The proper form of injunctive and declaratory relief.
- 57. This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(l) because prosecution of actions by or against individual members of the Putative Classes would result in inconsistent or varying adjudications and create the risk of incompatible standards of conduct for Defendant. Further, adjudication of each individual Class member's claim as a separate action would potentially be dispositive of the interest of other individuals not a party to such action, impeding their ability to protect their interests.
- 58. This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(2) because Fred Beans has acted or refused to act on grounds that apply generally to the Putative Class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Classes as a whole.
- 59. Class certification is also appropriate under Fed. R. Civ. P. 23(b)(3) because questions of law and fact common to the Putative Classes predominate over any questions affecting only individual members of the Putative Classes, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Defendant's conduct described in this Complaint stems from common and uniform policies and practices, resulting in common violations of TILA, the FCRA and PAUPA. Members of the Putative Classes do not have an interest in pursuing separate actions against Defendant, as the amount of each Class member's individual claims is small compared to the expense and burden of individual prosecution, and Plaintiff is unaware of any similar pending claims brought against Defendant by any members of the Putative Classes on an individual basis. Class certification also will obviate the need for unduly duplicative litigation that might result in inconsistent judgment concerning Defendant's practices.

Moreover, management of this action as a class action will not present any likely difficulties. In the interests of justice and judicial efficiency, it would be desirable to concentrate the litigation of all Putative Class members' claims in a single forum.

60. Plaintiff intends to provide notice to all members of the Putative Classes to the extent required by Rule 23. The name and addresses of the Putative Class members are available from Defendant's records.

CAUSES OF ACTION

COUNT ONE VIOLATIONS OF TRUTH IN LENDING ACT

- 61. Plaintiff incorporates by reference all other allegations and paragraphs of the Complaint as if set forth herein at length.
- 62. The transaction described herein was a consumer credit transaction with the meaning of the Truth in Lending Act, 15 U.S.C. §§ 1601 et seq.
 - 63. Fred Beans is a "Creditor" pursuant to TILA U.S.C. § 1602(f).
- 64. As a creditor, Fred Beans regularly extends consumer credit that is subject to a finance charge or payable in more than four installments and is the person to whom the transaction which is the subject of this action is initially payable, 15 U.S.C. § 1602(g) and Reg. Z § 226.2(a)(17). Defendant is also identified as the seller-creditor on the retail sales installment contracts at issue.
- 65. It is the purpose of the TILA to assure a meaningful disclosure of credit terms to prevent the uninformed use of credit and to protect consumers against inaccurate and unfair practices involving certain sales. Meaningful and timely disclosure of the terms of financing provide consumers with knowledge of the "true" cost of credit prior to consummation of the transaction, 15 U.S.C. § 1638 et seq.

- 66. Pursuant to 15 U.S.C. § 1638, the creditor must disclose material terms such as the true finance charge, amount financed and APR.
- 67. The Federal Truth in Lending Disclosures in the retail sales installment contracts were false and misleading as, among other reasons, the dealership repeatedly miscalculated the financing terms in its favor in order to generate further revenue from automobile sales.
- 68. Moreover, Defendant had no intention to honor the financing terms contained in its retail sales installment contracts, which would always be subject to Defendant's unilateral determination.
- 69. Plaintiff and the Putative classes are entitled to damages in the amount that the court may allow, along with attorneys' fees and expenses pursuant to 15 U.S.C. § 1640(a)(2)(A)(i) and 15 U.S.C. 1640(a)(3).

COUNT TWO VIOLATIONS OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

- 70. Plaintiff incorporates by reference all other allegations and paragraphs of the Complaint as if set forth herein at length.
- 71. The PAUFA, 73 P.S. §201-1 provides a private right of action for any consumer who "suffers any ascertainable loss of money or property" as a result of an unlawful method, act or practice. 73 P.S. § 201-9.2(a).
- 72. PAUFA makes it unlawful for a person to engage in unlawful business practices, including, but not limited to any "fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding." 73 P.S. §201-2(4)(xvii).
- 73. Defendant violated PAUFA by, among other reasons, knowingly stating false finance charges in retail installment sales contracts that it routinely and regularly enters into with

consumers.

- 74. Defendant further violated PAUFA by, among other reasons, charging consumers in its retail sales installment agreements dealer fees that were purportedly for services rendered in preparing documentation for automobile sales. The dealer fees, however, bear no relationship to costs associated with document preparation, but are actually a hidden expense to consumers so the Defendant can generate further revenue from automobile sales.
- 75. Defendant further violates PAUFA by, among other reasons, presenting consumers with numerous retail sales installment contracts for Defendants own benefit, even though the contracts are final binding agreements, for Defendant's own benefit so that consumers are bound by the agreement while the Defendant is not.
- 76. Plaintiff and the Putative Class are entitled to three times statutory damages, including attorneys' fees and costs.

COUNT THREE VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

- 77. Plaintiff incorporates by reference all other allegations and paragraphs of the Complaint as if set forth herein at length.
 - 78. Plaintiff is a "consumer" as defined by the FCRA.
 - 79. Fred Beans is a "person" as defined by the FCRA.
 - 80. Fred Beans used a "consumer report," as defined by the FCRA.
- 81. Defendant violated Sections 1681n and 1681o of the Fair Credit Reporting Act by willfully and negligently causing unauthorized and excessive credit inquiries to be made of Plaintiff and the Class.
- 82. Inquiries are listed on a credit report, and the number and frequency of inquiries noted on a person's credit file materially affects their credit score. The credit score affects, among

other things, the ability of a party to obtain credit and the terms of the credit.

- 83. The conduct of Defendant was a direct and proximate cause, as well as a substantial factor in bringing about the harm to the Plaintiff and Class that are outlined more fully above and, as a result, Defendant is liable to Plaintiff and the Class for the full amount of statutory damages, punitive damages, attorney's fees and costs of litigation, as well as such further relief, as may be permitted by law.
- 84. The foregoing violations were willful. Fred Beans knew that it was required to obtain Plaintiff's consent prior to submitting subsequent credit inquiries after it agreed to provide financing. Fred Beans acted in deliberate or reckless disregard of its obligations and the rights of Plaintiff and other Class members under 15 U.S.C. § 1681b(b)(2)(A)(i).
- 85. Plaintiff and the Putative Class are entitled to statutory damages of not less than \$100 and not more than \$1,000 for each and every one of these violations, pursuant to 15 U.S.C. \$1681n(a)(l)(A).
- 86. Plaintiff and the Putative Class are also entitled to punitive damages for these violations, pursuant to 15 U.S.C. § 1681n(a)(2).
- 87. Plaintiff and the Putative Class are further entitled to recover their costs and attorneys' fees, pursuant to 15 U.S.C. § 1681n(a)(3).

PRAYER FOR RELIEF

- 88. WHEREFORE, Plaintiff, on behalf of himself and the Putative Classes, prays for relief as follows:
 - Determining that this action may proceed as a class action under Rule 23 of the
 Federal Rules of Civil Procedure;
 - b. Designating Plaintiff as class representative and designating Plaintiff's counsel

as counsel for the Putative Class;

- c. Issuing proper notice to the Putative Classes at Defendant's expense;
- d. Declaring that Fred Beans committed multiple, separate violations of the law;
- e. Declaring that Fred Beans acted willfully in deliberate or reckless disregard of Plaintiff's rights and its obligations under the law;
- f. Awarding appropriate equitable relief, including, but not limited to an injunction forbidding Fred Beans from engaging in further unlawful conduct;
- g. Awarding statutory damages and punitive damages as provided by the law;
- h. Awarding reasonable attorneys' fees and costs as provided under the law; and
- i. Granting other and further relief, in law or equity, as this Court may deem appropriate and just.

DEMAND FOR JURY TRIAL

89. Plaintiff demands trial by jury on all issues so triable.

Respectfully submitted,

THE KIM LAW FIRM, LLC

BY: /s/ Richard H. Kim (RHK 8964)

Richard Kim, Esquire Attorney I.D. No.: 202618 Centre Square – West Tower

Suite W-3110

Philadelphia, PA 19102

Ph. 855-996-6342/Fax 855-235-5855

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Kevin J. Kotch, Esquire Attorney I.D. No.: 70116 Ferrara Law Group, P.C. One State Street Square 50 W State St., Suite 1100 Trenton, NJ 08608 609.571.3742 (Tel) 609.498.7440 (Fax) kevin@ferraralawgp.com

Attorneys for Plaintiff Christopher Brogan

Dated: December 15, 2017

EXHIBIT 1

DEAL # 73069 Buyer Name and Address Co-Buyer Name and Address (Including County and Zip Code) Seller-Creditor (Name and Address) (Including County and Zip Code) CHRISTOPHER M BROGAN 473 PENNSYLVANIA AVE FRED BEANS CHEVROLET 445 N EASTON RD READING PA 19606-9092 BERKS DOYLESTOWN, PA 18902 You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle part credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "use" in the ontract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge. n a dally basis. The Truth-In-Lending Disclosures below are part of this contract. Make Mfg Gross Vehi-New/Used Year and Model cular Weight Vehicle Identification Number Primary Use For Which Purchased Personal, family, or household unless SUBARU otherwise indicated below business USED 2016 IMPREZA JF1VA2M6XG9804797 agricultural FEDERAL TRUTH-IN-LENDING DISCLOSURES Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions ANNUAL PERCENTAGE RATE FINANCE CHARGE Amount Financed Total Sale Price Total of Payments The dollar amount the The amount of credit provided The amount you will have pald after The total cost of your purchase on The cost of credit will you have made all payments as credit, including your down your credit as on your behalf. describe the terms and conditions. a yearly rate. cost you. scheduled. payment of Check the Insurance you want and sign below: 0.00 Optional Credit Insurance \$51254.25 **\$51254.25** ☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both \$12011.45 \$9242.80 8.74 % ☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both Your Payment Schedule Will Be: When Payments Are Due Amount of Number of N/A Payments **Payments** Credit Life \$ _ Monthly beginning Credit Disability \$ _ 75 683.39 05/04/2017 Insurance Company Name N/A N/A N/A N/A Home Office Address N/A Or As Follows: N/A Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Late Charge. If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% of the part of the payment that is late. Amount Financed. Credit life insurance pays the unpaid part of the Amount Financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does Prepayment. If you pay off all your debt early, you will not have to pay a penalty. Security Interest. You are giving a security interest in the vehicle being purchased. Additional Information: See this contract for more information including information about nonpayment, not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named default, any required repayment in full before the scheduled date and security interest. insurance companies may further limit the coverage that credit life insurance or credit disability insurance provides. See the ITEMIZATION OF AMOUNT FINANCED (Seller may keep part of the amounts paid to others.) policies or certificates for coverage limits or other terms and 1 Cash Price \$ 32591.00 Vehicle N/A Accessories and Installation 1132,62 **Government Taxes** Vehicle Delivery N/A **図/A** for N/A N/A 烟/A for N/A NIA Ø/A for N/A N/A \$ Other Optional Insurance Ø/A for N/A \$ N/A N/A M/A for N/A \$ ALM Type of Insurance Term for N/A N/A \$ N/A N/A Premium \$ AVE tor N/A N/A Description of Coverage N/A \$.33723.62 (1) N/A Trade-IRO13 HYUNDAI GF Insurance Company Name N/A Trade-In KARHUGK JUDU100334 Home Office Address __N/A Gross Trade-In Allowance \$16000.00 N/A Less Pay Off Made By Seller \$<u>22334.63</u> Equals Net Trade In N/A\$<u>-6334.63</u> Type of Insurance \$_4000_00 + Other M/A Premium \$ _ N/A (If total downpayment is negative, enter "0" and see 4H below) N/A Description of Coverage __N/A 3 Unpaid Balance of Cash Price (1 minus 2) **30..00** (2)N/A 4 Other Charges Including Amounts Paid to Others on Your Behalf \$_33723_62_(3) Insurance Company Name N/A A Cost of Optional Credit Insurance Paid to Insurance N/A Company or Companies Home Office Address N/A Life Term N/A N/A Disability Other optional insurance is not required to obtain credit. Your decision to buy or not have other optional insurance. Term N/A \$ N/A N/A

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| E Government Taxes Not Included in Cash Price | INSURANCE ON YOUR LIABILITY FOR |
| F Government License and/or Registration Fees | BODILY INJURY OR PROPERTY DAMAGE |
| Registra | \$ 36.00 |
| G Government Certificate of Title Fees | Returned Check Charge: You agree to pay the costs we actu |
| (includes \$ 24.90 security interest recording fee) H. Other Charges (Selfer must identify who is paid and | \$ 75.00 pay to others if any check you give us is dishonored. |
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EXHIBIT 2

Ptg. 8/15

RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE

| DEAL # 7047 | | Dea | ler Number | Co | ontract Number | |
|--|--|---|--|--|--|--|
| DEAL # 7347 Buyer Name and (Including Count CHRISTOPHER 473 PENNSYL READING PA | d Address by and Zip Coo M BROGAI VANIA AVI | N E | | iyer Name and Addres ding County and Zlp C | | Seller-Creditor (Name and Address) FRED BEANS CHEVROLET 845 N EASTON RD DCYLESTOWN, PA 18902 |
| contract) the An | nount Financ | ents on the | ince Charge in | | ou agree to pay | signing this contract, you choose to buy the vehic the Seller - Creditor (sometimes "we" or "us" in th at schedule below. We will figure your finance charge |
| New/Used | Year | Make and Model | Mfg Gross Vehi- cular Weight | | fication Number | Primary Use For Which Purchased |
| USED 20 | 1 1 | BARU PREZA | | JF1VA2M6XG9 | 804797 | Personal, family, or household unless otherwise indicated below business agricultural |
| | FEDER/ | AL TRUTH. | INJ ENDING | DISCLOSURES | | |
| ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. | FINAL CHAF The do amoun credit cost yo | NCE RGE pllar t the down | Amount Financed The amount of credit provided to you or n your behalf. | Total of Payments The amount you will have paid after you have made all payments as scheduled. | Total Sale Price The total cost o your purchase o credit, including your down payment of \$ 0.00 | n If any insurance is checked below, policies or |
| | \$ 1656.7 | | 42.80 | 5¢0 <u>899.50</u> | \$0899.50 | Credit Life: 🔲 Buyer 🗀 Co-Buyer 🗀 Both |
| Your Payment S | | | Mhon Do | ····· | | ☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ B |
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| <i>7</i> 5 | 678.66 | Month | nly beginning 05/0 | 14/2017 | | Credit Disability \$ N/A Insurance Company Name N/A |
| N/A N | A | | N/A | | | Home Office AddressN/A |
| is a heavy commerce the charge will be 2 Prepayment. If you Security Interest. \(\) Additional Informate default, any require ITEMIZATION OF AM 1 Cash Price Vehicle | cial motor vehice of the part of pay off all your fou are giving a stion: See this of the payment in | tle, the charge of the payment to debt early, you a security interest contract for mo full before the | will be 4% of the that is late. u will not have to pest in the vehicle be re information incluscheduled date an | eing purchased, uding information about in discurity interest. the amounts paid to \$2591.0 | nonpayment, | required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit file insurance pays the unpaid part of the Amount Financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life insurance or credit disability insurance provides. See the policies or certificates for coverage limits or other terms and conditions. |
| Government T Vehicle Delive Nto A Nto A Nto A | axes | foN/A foN/A | | \$ 1132.6 \$ N/ \$ N/ \$ N/ \$ N/ | 52 'A 'A 'A 'A | |
| NGA NGA NGA NGA NGA | | foN/A foN/A foN/A foN/A | | \$ N/ \$ N/ \$ N/ \$ N/ \$ N/ \$ 3 | A A | Other Optional Insurance |
| Trade-MMTH Gross Trade-I Less Pay Off Equals Net Tra + Cash + Othe-M/A (If total downpay) 3 Unpaid Balance of Cash | HYUNDAI 106K J9191 n Allowance Made By Seller ade In ayment is negati ish Price (1 minu | (VIN) ve, enter "0" and | · | \$6000.00 \$2334.60 \$6334.60 \$4000.00 \$00 \$33 | 3 3 0 A | Insurance Company NameN/A N/A Home Office Address N/A N/A Type of Insurance Premium \$ N/A Description of Coverage N/A Insurance Company NameN/A |
| 4 Other Charges Include | | | our Behalf | ¥ | (0) | N/A |

| A Cost of Optional Credit Insurance Paid to Insurance | | Home Office Address / A |
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| A Cost of Optional Credit Insurance Paid to Insurance Company or Companies 5:17-CV-05628-CFK | Document 1 Filed 12 | 7 Page 28 of 33 |
| Life TermN/A \$ N/A | | decision to buy or not buy other optional insurance will not be |
| Digutality | \$ N/A | a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost. |
| B Other Optional Insurance Paid to Insurance Company or Companies (Describe) N/A Term /A | s N/A | I want the insurance checked above. |
| (Describe) N/A Territ / A (Describe) N/A Territ / A | - \$ N/A | X N/A |
| C Official Fees Paid to Government Agencies | Ψ | Buyer Signature Date |
| STOF PA 10PA TIRE TAX | \$5.00 | 1 |
| Sto OF PA toTRANSFER FEE | \$N/A | X N/A |
| Sit OF PA for Tag | \$ <u>28.00</u> | Co-Buyer Signature Date |
| D Optional Gap Contract E Government Taxes Not Included in Cash Price | \$ 595.00 \$ N/A | THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR |
| F Government License and/or Registration Fees | \$ <u></u> | BODILY INJURY OR PROPERTY DAMAGE |
| Registra | \$ 36.00 | CAUSED TO OTHERS. |
| G Government Certificate of Title Fees (Includes \$ 24_ΩΩ security interest recording fee) | _s 75.00 | Returned Check Charge: You agree to pay the costs we actually pay to others it any check you give us is dishonored. |
| H Other Charges (Seller must identify who is paid and | \$ | OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided |
| describe purpose) | | unless you sign below and agree to pay the extra charge. If you |
| to for Prior Credit or Lease Balance R6SOURCE foSERV. CONT. | \$ <u>2334.63</u> | the Itemization of Amount Financed. See your gap contract for |
| Nt6A tdN/A | \$2286.00 \$ N/A | details on the terms and conditions it provides. It is a part of this |
| REG USA for lectronic Regi | \$ 16.55 | contract. |
| FRED BEANS CHEV GEALER FEE | \$ 138.00 | Name of Gap Contract |
| BERKS follocal county fe | \$ 5.00 | I want to buy a gap contract. |
| N ₁₆ A (dN/A | sN/A | Buyer Signs X Was Svogen |
| N ₁ 6A | \$N/A | 0 |
| NGA GN/A | \$N/A \$N/A | |
| Total Other Charges and Amounts Paid to Others on Your Behalf | + 551Q 19 | |
| 5 Amount Financed (3 + 4) | \$ 9242.80 (5) | |
| 6 Finance Charge | \$1656.70 (6) | |
| 7 Total of Payments-Time Balance (5 + 6) | \$0899.50 (7) | |
| if you do not meet your co | ntract obligations, you may | lose the vehicle |
| | | |
| Appear C V | | |
| OPTION: ☐ You pay no finance charge if the Amount Financed, it | em 5, is paid in full on or before A | , Nea . Seller's Initial V/A |
| NO C | OOLING OFF PERIOD | |
| NO C | OOLING OFF PERIOD | his sale. After you sign this contract. |
| NO C | OOLING OFF PERIOD or cancellation period for the or legal cause. You cannot | his sale. After you sign this contract, cancel this contract simply because |
| NO C State law does not provide for a "cooling off" of you may only cancel it if the seller agrees or for you change your mind. This notice does not a | OOLING OFF PERIOD or cancellation period for to or legal cause. You cannot apply to home solicitation | his sale. After you sign this contract, cancel this contract simply because sales. |
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EXHIBIT 3

Ptg. 8/15

RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE

| | | | • | SIMPLE FINANC | ECHANGE | |
|--|--|--|--|--|--|--|
| DEAL # 73470 | ١ | Dealer Numb | er | Car | ntract Number | |
| Buyer Name and A (Including County a CHRISTOPHER 473 PENNSYLV | ddress and Zip Code) M BROGAN | ERKS | | er Name and Address ng County and Zip Co | de) [| Seller-Creditor (Name and Address) RED BEANS CHEVROLET 45 N EASTON RD OYLESTOWN, PA 18902 |
| You, the Buyer (ar on credit under the contract) the Amo | nd Co-Buyer, if ar ne agreements on unt Financed and | ny), may buy the front ar Finance Ch | nd back arge in l | of this contract. You | or on credit. By sig u agree to pay the g to the payment so | ning this contract, you choose to buy the vehicle Seller - Creditor (sometimes "we" or "us" in this hedule below. We will figure your finance charge |
| New/Used | Mak Year and Mo | | ss Vehi- Veight | Vehicle Identif | ication Number | Primary Use For Which Purchased |
| USED 20 | SUBARU 16 INPREZA | \ | | JF1VA2M6XG | 9804797 | Personal, family, or household unless otherwise indicated below business agricultural |
| | FEDERAL TR | UTH-IN-LEI | NDING | DISCLOSURES | | Insurance. You may buy the physical damage insur- |
| ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. | FINANCE CHARGE The dollar amount the credit will cost you. | Amo Finan The amo credit pre to you on your t | unt ced ount of ovided or oehalf. | Total of Payments The amount you will have paid after you have made all payments as scheduled. | Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 0.00 is \$50899.50 | ance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions. Check the insurance you want and sign below: Optional Credit Insurance |
| Your Payment S | | | | \$ 0000.00 | \$50033.30 | ☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both ☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both |
| Number of Payments | Amount of Payments | , | When Pa Are D | yments | | Premium: |
| 75 | 678.66 | Monthly begi | nning | 03/2017 | | Credit Life \$N/A Credit Disability \$N/A |
| N/A N | /A | · | N/A | | | Insurance Company Name N/A |
| Or As Follows: | | | | | | Home Office Address N/A N/A |
| N/A Late Charge. If payme is a heavy commercia the charge will be 2% | I motor vehicle, the c | harge will be 4 | % of the | due, you will pay a late part of the payment th | charge. If the vehicle at is late. Otherwise, | Credit life insurance and credit disability insurance are n required to obtain credit. Your decision to buy or not buy cred life insurance and credit disability insurance will not be a fact in the credit approval process. They will not be provided unles you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in large 40 etc. |
| Prepayment. If you p Security Interest. Yo Additional Informati default, any required | ay off all your debt ea u are giving a securit ion: See this contract repayment in full befo | arly, you will no y interest in the for more inform ore the schedul | t have to e vehicle to nation inc ed date a | peing purchased. | | Amount Financed. Credit life insurance pays the unpaid part of the Amount Financed if you die. This insurance pays only the amount you would own if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life insurance or credit disability insurance provides. See the |
| 1 Cash Price Vehicle Accessories a Government 7 Vehicle Delive L/A A/A | nd Installation axes ry fo | orN/A orN/A orN/A orN/A | p puit o | \$3259 \$\$ \$\$ \$\$ | N/A 2.62 N/A N/A N/A N/A | life insurance or credit disability insurance provides. See the policies or certificates for coverage limits or other terms and conditions. |
| ₩/A ₩/A ₩/A | fc fc | orN/A orN/A orN/A orN/A | | SS | N/A N/A N/A N/A N/A N/A 833723.62 | Other Optional Insurance N/A Type of Insurance Premium \$ N/A Description of Coverage N/A N/A |
| Trade-Ir Minde-Ir Less Pay Off M Equals Net Tra + Cash + Other N/A (If total downpay Unpaid Balance of Cas Other Charges Including | HYUNDAI GE HUGK J®B 1003 A Allowance Made By Seller de In yment is negative, ent sh Price (1 minus 2) g Amounts Paid to Oi | er "0" and see 4 | | \$\frac{16000}{\\$22334} \$\frac{-6334}{4000} \$ | 0.00 1.63 1.63 | Insurance Company Name N/A Insurance Company Name N/A N/A Home Office Address N/A N/A Type of Insurance Term Premium \$ N/A Description of Coverage N/A N/A Insurance Company Name N/A N/A |
| A Cost of Optional Cre Company or Compa | dit Insurance Paid to | Insurance | | | | Home Office AddressN/A |
| Lite | Tom | I/A | - Interior | MINIA SECTION AND AND AND AND AND AND AND AND AND AN | manufic en la la | I N/A |

| (If total downpayment is | •- | g.00 | Description of Coverage 17/8 |
|--|--|--|--|
| (If total downpayment is negative, enter "0" and see | CEK Docum | en i 38728 162 d-1 | |
| 4 Other Charges Including Amounts Pald to Others on Your E | Jehalf | 1 1100 | Home Office AddressN/A |
| A Cost of Optional Credit Insurance Paid to Insurance | | | N/A |
| Company of Companies | s N/A | | Other optional insurance is not required to obtain credit. Your |
| Life Term N/A | s N/A s | N/A | I decision to him or not buy other optional insurance will not be |
| Disability Term N/A | \$ N/A \$_ | N/ h | a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost. |
| B Other Optional Insurance Paid to Insurance Company of | Companies | 11.74 | I want the insurance checked above. |
| (Describe) N/A Term | <u>N/A</u> \$ | N/A | 1 |
| (Describe) N/A | N/A \$_ | N/A | X N/A |
| C Official Fees Paid to Government Agencies | | | Buyer Signature Date |
| Sol OF PA forPA TIRE | TAX s | 5.00 | 11 |
| SJ OF PA forTRANSFER | FEE | N/A | X N/A |
| SJ OF PA for Temp Tag | \$ | 28.00 | Co-Buyer Signature Date |
| D Optional Gap Contract | | 595.00 | THIS INSURANCE DOES NOT INCLUDE |
| E Government Taxes Not Included in Cash Price | • | N/A | INSURANCE ON YOUR LIABILITY FOR |
| F Government License and/or Registration Fees | | | BODILY INJURY OR PROPERTY DAMAGE |
| Registra | ę | 36.00 | CAUSED TO OTHERS. |
| G Government Certificate of Title Fees | | | Returned Check Charge: You agree to pay the costs we actually |
| (Includes \$ 24.00 security interest recording for | 99) \$ | 75.00 | pay to others if any check you give us is dishonored. |
| H Other Charges (Seller must identify who is paid and | ~~, | | OPTIONAL GAP CONTRACT, A gap contract (debt cancellation) |
| describe purpose) | | | contract) is not required to obtain credit and will not be provided |
| to for Prior Credit or Le | ease Balance e 2 | 334.63 | OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 40 of the Itemization of Amount Financad. See your gap contract for details on the terms and conditions it provides. It is a part of this |
| RESOURCE forSERV.CONT | | 286.00 | the Itemization of Amount Financed. See your gap contract for |
| N/A forN/A | \$ <u></u> | N/A | |
| REG USA toElectronic | | 16.55 | Term 75 Mos, RESOURCE |
| TRED BEANS CHEV TO DEALER FEE | | 138.00 | Name of Gap Contract |
| BERKS toLOCAL COUN | TY FE | 5.00 | I want to buy a gap contract. |
| N/d A for A | <u> </u> | N/A | 11 |
| N/A forN/A | | N/A | Buyer Signs X |
| Ng A to N/A | | N/A | |
| | \$_ | | |
| N/A foN/A | \$ | N/A | |
| Total Other Charges and Amounts Paid to Others on Your E | 3ehalf | \$ 5519.18 | 4)] |
| 5 Amount Financed (3 + 4) | | \$39242.80 | • • |
| , , | | 116E6 70 ' | '] |
| 6 Finance Charge | | 50899 50 | I . |
| 7 Total of Payments-Time Balance (5 + 6) | | \$00033.30 | <u>)</u> |
| W d | | | |
| If you do not meet | your contract on | ngations, you may | lose the venicle. |
| OPTION: ☐ You pay no finance charge if the Amount F | inanced item 5 is nai | d in full on or hefor | , Nedra . SELLER'S INITIAL N/A |
| OF TICK. To Tou pay no intance charge in the Amount P | manced, item 5, is par | | , roar, outlet |
| | NO COOLING | OFF PERIOD | |
| State law does not provide for a "cooli | ng off" or cancel | lation period for | this sale. After you sign this contract, \ |
| vou may only cancel it if the seller agr | ees or for legal c | ause. You canno | t cancel this contract simply because \ |
| you change your mind. This notice do | es not apply to i | nome solicitation | sales. |
| MANUTUS CONTRACT CAN BE CHANCED This seeded on | tains the entire agreement | hotwage you and up relatio | g to this contract. Any change to this contract must be in writing |
| HOW THIS CONTRACT CAN BE CHANGED. This contract con | itains the entire agreement | Delween you and us relating | Co-Buyer Signs X N/A |
| and we must sign it. No oral changes are binding. Buyer S If any part of this contract is not valid, all other parts stay valid. | Signs X | rom enforcing any of our r | ohts under this contract without losing them. For example, we |
| may extend the time for making some payments without extendi | ing the time for making oth | ore | gits alloc this contact major losing alone for oxampo, no |
| You authorize us to obtain information about you, or the vehicle | ng the time for making out | sia. Ste motor vehicle denorime | at or other motor vehicle registration authorities. |
| | you are obying, nom me so | ate motor venicle departme | int of other filotor verisio registration additionates. |
| See back for other important agreements. | | | |
| The American Delice was to | | the the Celler ! | The Colley may project this contract |
| The Annual Percentage Hate may b | e negotiable w | ith the Seller. I | The Seller may assign this contract |
| and retain its right to receive a part | t of the rinance | e Cnarge. | |
| NOTICE TO BUYER. DO NOT SIGN THIS | CONTRACT IN B | ANK YOU ARE | ENTITLED TO AN EXACT COPY OF THE |
| CONTRACT YOU SIGN. KEEP IT TO PRO | | | |
| | | | · |
| CONTRACT IS SUBJECT TO ALL CLAIMS | | | |
| CONTRACT IS SUBJECT TO ALL CLAIMS | FUNGUARI HE | TEID ON WILL | |
| OF GOODS OR SERVICES OBTAINED | | TO DAID BY THE | DIIVED HEDEIMINED |
| OF GOODS OR SERVICES OBTAINED HEREUNDER BY THE BUYER SHALL NOT | EXCEED AMOUN | | |
| OF GOODS OR SERVICES OBTAINED | EXCEED AMOUN | | |
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| OF GOODS OR SERVICES OBTAINED HEREUNDER BY THE BUYER SHALL NOT Buyer Signs X You agree to the terms of this contract | EXCEED AMOUN Date | Co-Buyer Signs X | N/A Date |
| OF GOODS OR SERVICES OBTAINED HEREUNDER BY THE BUYER SHALL NOT Buyer Signs X You agree to the terms of this contract and you were free to take it and review | EXCEED AMOUN Date | Co-Buyer Signs X | N/A Date |
| OF GOODS OR SERVICES OBTAINED HEREUNDER BY THE BUYER SHALL NOT Buyer Signs X You agree to the terms of this contract | EXCEED AMOUN Date | Co-Buyer Signs X | N/A Date |
| OF GOODS OR SERVICES OBTAINED HEREUNDER BY THE BUYER SHALL NOT Buyer Signs X You agree to the terms of this contract and you were free to take it and review | Date 19/17 t. You confirm the it. You confirm | Co-Buyer Signs X nat before you si n that you recei | gned this contract, we gave it to you, ved a completely filled-in copy when |
| OF GOODS OR SERVICES OBTAINED HEREUNDER BY THE BUYER SHALL NOT Buyer Signs X You agree to the terms of this contract and you were free to take it and reviet you signed it. | Date 19/17 t. You confirm the it. You confirm | Co-Buyer Signs X nat before you si n that you recei | gned this contract, we gave it to you, ved a completely filled-in copy when |
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| OF GOODS OR SERVICES OBTAINED HEREUNDER BY THE BUYER SHALL NOT Buyer Signs X You agree to the terms of this contract and you were free to take it and reviet you signed it. Buyer Signs X Co-Buyers and Other Owners — A co-buyer is a person who is related to pay the debt. The other owner agrees to the security Interview of the s | t. You confirm the it. You confirm 05/19/17 t. You confirm the it. You confirm 05/19/17 esponsible for paying the er | Co-Buyer Signs X nat before you sign that you recei | n/A gned this contract, we gave it to you, ved a completely filled-in copy when N/A Date Date |
| OF GOODS OR SERVICES OBTAINED HEREUNDER BY THE BUYER SHALL NOT Buyer Signs X You agree to the terms of this contract and you were free to take it and reviet you signed it. Buyer Signs X Co-Buyers and Other Owners — A co-buyer is a person who is related to pay the debt. The other owner agrees to the security Interview of the s | t. You confirm the wit. You confirm | co-Buyer Signs X nat before you sign that you recei | n/A gned this contract, we gave it to you, ved a completely filled-in copy when N/A Date Date |
| OF GOODS OR SERVICES OBTAINED HEREUNDER BY THE BUYER SHALL NOT Buyer Signs X You agree to the terms of this contract and you were free to take it and reviet you signed it. Buyer Signs X Co-Buyers and Other Owners — A co-buyer is a person who is related to pay the debt. The other owner agrees to the security Interview of the s | t. You confirm the wit. You confirm | Co-Buyer Signs X nat before you sign that you recei Co-Buyer Signs X office debt. An other owner, is in this contract. Address N/A | n/A gned this contract, we gave it to you, ved a completely filled-in copy when N/A a person whose name is on the title to the vehicle but does not |
| OF GOODS OR SERVICES OBTAINED HEREUNDER BY THE BUYER SHALL NOT Buyer Signs X You agree to the terms of this contract and you were free to take it and reviet you signed it. Buyer Signs X Co-Buyers and Other Owners — A co-buyer is a person who is related to the pay the debt. The other owner agrees to the security interior owner signs here X Seller Signs FRED BEANS CHEVROLET | esponsible for paying the erest in the vehicle given to u | Co-Buyer Signs X nat before you sign that you recei Co-Buyer Signs X title debt. An other owner is s in this contract Address By X | N/A Date |
| OF GOODS OR SERVICES OBTAINED HEREUNDER BY THE BUYER SHALL NOT Buyer Signs X You agree to the terms of this contract and you were free to take it and review you signed it. Buyer Signs X Co-Buyers and Other Owners — A co-buyer is a person who is related to pay the debt. The other owner agrees to the security Interview of the s | esponsible for paying the erest in the vehicle given to u | Co-Buyer Signs X nat before you sign that you recei Co-Buyer Signs X title debt. An other owner is s in this contract Address By X | n/A gned this contract, we gave it to you, ved a completely filled-in copy when N/A a person whose name is on the title to the vehicle but does not |
| OF GOODS OR SERVICES OBTAINED HEREUNDER BY THE BUYER SHALL NOT Buyer Signs X You agree to the terms of this contract and you were free to take it and reviet you signed it. Buyer Signs X Co-Buyers and Other Owners — A co-buyer is a person who is not have to pay the debt. The other owner agrees to the security interest of the security interest of the security interest of the security interest of the security interest in this contract to ALLY FINAN Seller assigns its interest in this contract to ALLY FINAN | TEXCEED AMOUN OST 19/17 It. You confirm the it. You confirm DST 19/17 esponsible for paying the erest in the vehicle given to us Date 1/19/17 | Co-Buyer Signs X nat before you sign that you recei Co-Buyer Signs X title debt. An other owner is sin this contract Address N/A By X (As | N/A Date |
| OF GOODS OR SERVICES OBTAINED HEREUNDER BY THE BUYER SHALL NOT Buyer Signs X You agree to the terms of this contract and you were free to take it and reviet you signed it. Buyer Signs X Co-Buyers and Other Owners — A co-buyer is a person who is related to the part of the other owner agrees to the security interest of the owner signs here X Seller Signs FRED BEANS CHEVROLET | esponsible for paying the erest in the vehicle given to u | Co-Buyer Signs X nat before you sign that you recei Co-Buyer Signs X title debt. An other owner is sin this contract Address N/A By X (As | n/A gned this contract, we gave it to you, ved a completely filled-in copy when N/A a person whose name is on the title to the vehicle but does not Title signee) under the terms of Seller's agreement(s) with Assignee. |

EXHIBIT 4





| | Application Type: | | | | | Transaction Type: | | | | | D | Dealer Number | | | | | |
|---|--------------------------------|---------------------------------------|----------------------------|---------------|---|---|-------------|-----------|----------------|--------------------------|------------------------------------|-------------------------|--------------|------------|-------------------------------|---------------|-----------------|
| | O Individual | 0 | ◯ Retall ◯ Lease ◯ Balloon | | | | | | | | | | | | | | |
| Γ | | | | | | First Middle Initial Suffix (Jr.) | | | | | (r.) | Date of Birth Soc. Sec. | | | ec # (or Tax ID #) | | |
| NO | | | | | | Type of Enterprise Corporation Partnership | | | | | Type of Business Years in Business | | | | sinesa | | |
| בַ | | | | | | dress | | Οι | rc O | Proprieto | rship | Zin | Code | Crty | | Years | Months State |
| ž | | | | | | | | | | | | | | | | | |
| Ž | Time at Present Address | | Residence Typ | | | | | | | | | | | | Monthly | Rent/Mortgage | Payment |
| Z | Years Months | | | ina Outright | | O Buying O Renting Leading O Family O Other | | | | | | | | | | | |
| Home (or business) Phone Number Cell Phone Number Type of Enterprise Corporation Partnership LLC Proprietorship Type of Business Years in Business Years Years Years Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this oblig Present Job Title Present Employer Present Employer | | | | | | | | | | | gation. | | | | | | |
| | Present Job Title | | | | | Present l | Employer | | | | | | | Employe | er Phone I | Number | |
| | Time at Present Job | | | Gross In | come | <u> </u> | | | | | | Inco | me Received | | | | |
| L | Years | Months | | | | | | | | | | | O Month | ly | | Yearly | |
| Γ | Last Name (or trade name | e of business) | | | First | | | | Middle Initia! | Suffix (Jr. |) Da | ite of B | r:h | Soc Sec | c # (or Ta | ex ID #) | |
| 202 | Home (or business) Phon | e Number | Cell Phone Num | iber | | Type of 8 | |) (m | poration O F | artnership roprietors | | Type of | Sueiness | | | Years in Bus | Months |
| CO-AFFLICANI INFORMATION | E-Mail Address | · · · · · · · · · · · · · · · · · · · | | Р | resent Add | ress | | | | | | Zip Co | ode | City | | | State |
| Ē | Time at Present Address | | Residence Type | | | | | | | | | _ | | | Monthly Rent/Mortgage Payment | | |
| Į | Years Months | | | s Outright | O Buying O Renting/Leasing O Family Other | | | | | | | | | | | | |
| ֡֝֞֝֞֝֞֞֝֓֓֓֡֝֞֝֓֓֓֓֡֝֡֝֓֓֓֡֝֡֡֝֡֝֡֡֝֡֝ | | rl, or separa | ate maintena | nce inco | come need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. | | | | | | | | | | | | |
| | Present Job True | | | | (| Present Employer | | | | | | Employer Phone Number | | | | | |
| ١ | Time at Present Job | | | Grass Inco | me | | | | | | Income Received | | | | _ | | |
| ا ـ | Years | Months | | | | | | | | | J | O Month | ly | | Yearly | | |
| - | Intended Use | | | VIN | | Vehicle Y | | | | icle Ye | Year Make | | | | Model | | |
| | Personal of Units | C Business | | Style/Trim | | | | Mileag | ė | CVI | nders | rs Trade Vehicle Yea | | | ear Trade Make | | |
| İ | New/Used | | | 0.5,10.7.1 | | Mileage | | | | | | rs Trade venice | | | Trade Make | | |
| | ○ New | O Demo | | Trade Mo | ie! | | Cash S | Selling P | rice/Cap Cost | | | Taxes | | | Title/Lic./Reg /Other Fees | | |
| | ○ Used | Certified (| beet | Çash Dow | nonemant | | | Reba | te. | | 170 | ade Alic | Wance | | | | |
| L | C Auction | | | Jugii Duw | pujment | | | | | | - '" | | | | | Balance Owed | |
| L | pecial Programs | 0 0 2115 | _ | Service/M | ini, Contra | ct | | GA | ,P | | | | Other Insura | ance | | | |
| l | | Credit Line | | 5 · · · · · · | | | | l Cont | t Disability | | | 17 | <u> </u> | | F-1 1/2 | | |
| | 0 | Custom Pi | | Gradii Life | | | | Credit | . Orsaumty | | | Ter | | | CSI. MO | ithly Payment | |
| | | igeBham? | | MSRP | | | Wholesale (| (EDC/A | WV) | | | Va | Conversion/U | Ipfit Cost | Security Deposit | | |
| L | C Lease Loyalty (| O Single Pmi | | | | | | | | | | | | | Ш. | | J |
| , | Ve intend to apply fo | ır joint credi | it. Applicant | | | Co-App | plicant | | (in | itials on | ly) | | | | | | |
| Ι. | See Page 2 for impo Page 2. | ortant notic | æs. By sigr | ning bei | ow, I ce | tify tha | t I have r | ead s | ind agree t | o the te | amr | of this | application | on inci | udi ng 1 | terms on | |
| | Applicant's Signat | ture | | | D | ate | | - | Co-Applican | it's Sign | ature | | <u> </u> | | | Date | |